

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
Norfolk Division

ATLANTIC MARINE CONSTRUCTION
COMPANY, INC.,

Plaintiff,

v.

Civil Action No. 2:15cv508

CHRISTOPHER J. McGRATH; and
C&C CONTRACTORS, LLC,

Defendants.

AGREED PERMANENT INJUNCTION ORDER AND FINAL JUDGMENT ORDER

Upon consideration of Plaintiff Atlantic Marine Construction Company, Inc.'s ("AMC") and Defendant J. McGrath's ("McGrath") Joint Motion for Entry of Agreed Permanent Injunction Order and Final Judgment, it is hereby ORDERED that the Motion is GRANTED.

Whereas, the parties have stipulated and agreed:

1. AMC has filed a Complaint seeking a permanent injunction and other relief against McGrath and Defendant C&C Contractors, LLC ("C&C"). On December 17, 2015, AMC voluntarily dismissed its claims against C&C without prejudice.
2. McGrath does not admit the allegations in the Complaint, except that he admits that this Court has jurisdiction over him and the subject matter of this action.
3. McGrath voluntarily consents to entry of this Agreed Permanent Injunction Order and Final Judgment and agrees to be bound by its terms.
4. The parties waive the entry of findings of fact and conclusions of law under Federal Rule of Civil Procedure 52.

5. The parties agree that this Agreed Permanent Injunction Order and Final Judgment is entered under Federal Rule of Civil Procedure 65(d) and is the final judgment in this case.

6. McGrath waives any rights he may have to appeal from this Agreed Permanent Injunction Order and Final Judgment Order.

Accordingly, it is hereby ORDERED, ADJUDGED, and DECREED that

1. McGrath is PERMANENTLY ENJOINED from:

A. accessing or attempting to access AMC's computers and computer servers by any means; and

B. accessing, copying, downloading, printing, disclosing to any person or entity, or using, for his own benefit or the benefit of any other person or entity, any of AMC's confidential and proprietary business information and trade secrets, including without limitation, AMC's proposal sheets, formulas, design and cost data, data regarding its proposals for work, data regarding its current and past bids for work, information regarding its contracts with its customers, its historic cost data for its jobs, confidential information regarding its employees, and databases compiled for its clients, vendors, subcontractors, suppliers, and other entities with which AMC does business.

2. McGrath shall provide notice of this Agreed Permanent Injunction Order and Final Judgment to C&C by personal service or otherwise.

3. Nothing herein is intended to, or does, prevent McGrath from using his general knowledge and experience in the government contracting construction industry to perform his job for C&C or any other employer.

4. Upon notice to McGrath by AMC of an alleged violation of Paragraph 1, above, he shall have a reasonable opportunity to demonstrate to AMC that no violation has occurred. If McGrath cannot demonstrate to AMC's satisfaction that no violation has occurred, AMC may apply to this Court for relief and any material breach of Paragraph 1 shall be punishable by this Court's contempt power.

5. In any such contempt proceeding, the non-prevailing party shall pay the reasonable attorney's fees and costs of the prevailing party in such proceeding.

6. Each side shall bear its own costs and attorneys' fees to date.

7. This action is hereby dismissed, with prejudice, except that this Court retains jurisdiction to the extent necessary to enforce the terms set forth above.

SO ORDERED this _____ day of _____, 2016.

United States District Judge